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BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street 400 Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

August 10, 2004

Mrs. Blanca S. Bayo Director, Division of Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Lightyear Network Solutions, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with Lightyear Network Solutions, LLC

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

user III/Post

Regulatory Vice President

D & FILED FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08717 AUG 103

FPSC-COMMISSION CLERK

Marshall M. Criser III Vice President **Regulatory & External Affairs** 850 224 7798 UG Fax 850 224 5073 C 10 PM 4:3

Amendment To the Interconnection Agreement Between Lightyear Network Solutions, LLC and BellSouth Telecommunications, Inc. Dated May 25, 2002

Pursuant to this Amendment, (the "Amendment"), Lightyear Network Solutions, LLC (Lightyear), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 25, 2002 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Lightyear entered into the Agreement on May 25, 2002, and;

WHEREAS, BellSouth and Lightyear are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.5.9 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Lightyear shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
- 3. All of the other provisions of the Agreement dated May 25, 2002 shall remain unchanged and in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Teleçommunications, Inc.

yñ By:

Name: Kristen Rowe

Title: Director Date: 7/29/04

Lightyear Network Solutions, LLC eum By: Name: Kevin Shadj Title: Vice President-Local n Lightyear AD 04 7/22 Date: egal

Lightyear Network Solutions, LLC - LNP Amendment

[CCCS Amendment 2 of 2]